International Woodworkers of America, AFL–CIO, and its Local 5-15 (Weyerhaeuser Company) *and* Palestine Turner. Case 26–CB–2651

August 15, 1991

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS CRACRAFT AND RAUDABAUGH

On January 29, 1991, Administrative Law Judge David S. Davidson issued the attached decision. The General Counsel filed exceptions and a supporting brief, and the Respondent filed a brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions[1] to the extent that they are consistent with our decision, and to adopt his recommended Order as modified.

1. The stipulated record reflects that between April and November 1989, 10 unit employees sent letters to the Respondent attempting to resign their union membership and to revoke their dues-checkoff authorizations. On receipt of the employees' letters, the Respondent accepted all but one employee's resignation from membership; however, it denied all their checkoff revocation requests as either untimely or improper.

The judge examined the language of the checkoff authorizations[2] in light of the Board's decision in *Machinists Local 2045 (Eagle Signal)*, 268 NLRB 635 (1984), and found that the authorizations were not a quid pro quo for union membership and, therefore, that the employees' resignations from membership did not have the effect of automatically revoking their checkoff authorizations. Accordingly, he found that the attempted revocations that were rejected as untimely, i.e., those of employees Joe Vaughn and Edward Skinner and the first revocation attempt by Palestine Turner, were ineffective and that the Respondent did not violate the Act by receiving and retaining dues checked off from those employees' wages despite their resignations from the Respondent.

In *Electrical Workers IBEW Local 2088 (Lockheed Space Operations)*, 302 NLRB 322 (1991), which issued after the judge's decision, the Board acknowledged judicial criticism of the *Eagle Signal* analysis[3] and set forth a new test for determining the effect of an employee's resignation from union membership on that employee's dues-checkoff authorization. The Board in *Lockheed* found that an employee may voluntarily agree to continue paying dues pursuant to a checkoff authorization even after resignation of union membership. In fashioning a test to determine whether an employee has in fact agreed to do so, the Board took into account fundamental policies under the Act guaranteeing employees the right to refrain from belonging to and assisting a union, as well as the principle set forth by the Supreme Court that waiver of such statutory rights must be clear and unmistakable.[4] In order to give full effect to these fundamental labor policies the Board stated that it would:

> construe language relating to a checkoff authorization's irrevocability—i.e., language specifying an irrevocable duration for either 1 year from the date of the authorization execution or on the expiration of the existing collective-bargaining agreement—as pertaining only to the *method* by which dues payments will be made *so long as dues payments are properly owing*. We shall not read it as, by itself, a promise to pay dues beyond the term in which an employee is liable for dues on some other basis. Explicit language within the checkoff authorization clearly setting forth an obligation to pay dues even in the absence of union membership will be required to establish that the employee has bound himself or herself to pay the dues even after resignation of membership. [Footnote omitted; emphasis in original.][5]

Applying the analysis of *Lockheed* to the instant case, we find that the dues-checkoff authorizations signed by the employees did not obligate them to pay dues after resignation from union membership. As in *Lockheed*, all that the employees here authorized was the deduction of ''initiation fees and monthly dues.'' They did not clearly authorize the continuation of this deduction after they had resigned from union membership. We therefore find that the resignations of Turner

[1] Member Cracraft agrees with her colleagues' analysis and conclusions with regard to Palenstine Turner (concerning her first request for revocation), Joe Vaughn, Edward Skinner, and Roy Schwartztrauber. However, in the absence of exceptions to the judge's 8(b)(1)(A) and (2) violation findings concerning the Respondent's treatment of the revocation requests of Eugene Runnels, Danny Stubbs, Barbara Moore, Brenda Long, Joe Eldon Lingo, Jeff Dill, and Palestine Turner's second request, Member Cracraft would not address those findings.

[2] The checkoff authorization is a form that states it authorizes the ''Employer to deduct from [the signer's] wages any initiation fees and monthly dues'' and that it remains in effect, unless and until revoked, for a period of 1 year from the date executed or the termination of the collective-bargaining agreement between the Employer and the Respondent. The authorization also provides that it automatically renews from year to year, ''unless written notice of revocation is given by [the signer] to the Company and the Financial Secretary of the [Respondent] by registered mail, return receipt requested, not more than twenty (20) days and not less than ten (10) days prior to the termination of the applicable collective-bargaining agreement between the Company and the [Respondent], whichever occurs sooner.''

[3] See *NLRB v. Postal Service*, 833 F.2d 1195 (6th Cir. 1987); *NLRB v. Postal Service*, 827 F.2d 548 (9th Cir. 1987).

[4] *Metropolitan Edison Co. v. NLRB*, 460 U.S. 693, 708 (1983).

[5] In *Lockheed* the Board left open the question of how its waiver rule would apply in the context of a lawful union-security clause. Because the union-security clause contained in the collective-bargaining agreement between the Employer and the Respondent, by its terms, does not apply in Arkansas, the *Lockheed* test is applicable.

(her first request), Vaughn, and Skinner from the Respondent were sufficient to revoke their dues-checkoff authorizations, and that the Respondent violated Section 8(b)(1)(A) by continuing to receive and retain dues checked off from their wages after their resignations.

2. The judge also examined the checkoff revocation requests of employees which were deemed timely but which the Respondent nevertheless rejected for failure to comply with certain revocation procedures.[6] The judge found that the procedures outlined are ministerial and that employees Eugene Runnels, Danny Stubbs, Barbara Ann Moore, Brenda Long, Joe Eldon Lingo Jr., Jeff Dill, and Turner (by her second request) effectively revoked their checkoff authorizations and that the Respondent violated Section 8(b)(1)(A) and (2) by failing to give effect to their revocations. Although we agree that the Respondent violated Section 8(b)(1)(A) with respect to these employees, we do so on the basis that, as in *Lockheed*, the employees' resignations from union membership, effectively revoked their dues-checkoff authorizations.

Further, contrary to the judge, we find that the Respondent violated Section 8(b)(2) only with respect to employees Turner and Skinner. In order to prove an 8(b)(2) violation, the General Counsel must allege and offer evidence that the Respondent engaged in an affirmative act to cause the Employer to continue to deduct dues from an employee, postresignation.[7] Letters from the Respondent to Turner (in response to her first request) and Skinner, accepting their resignations but refusing their checkoff revocation requests, are clearly marked ''cc: Weyerhaeuser.'' These letters are sufficient to establish ''a causal connection between the Employer's continued transmission of dues to the Respondent and some action by the Respondent that prompted this.''[8] There is no such evidence in the record pertaining to the other employees and, therefore, we do not find a violation of Section 8(b)(2) in those instances.[9]

3. Contrary to the judge, we find that the Respondent violated Section 8(b)(1)(A) by continuing to give effect to employee Roy Schwartztrauber's checkoff authorization. The judge found that Schwartztrauber's letter to the Respondent ''displayed evident confusion, requesting withdrawal from the 'unit' rather than from the 'Union''' and that it ''did not mention revocation of his checkoff authorization although it seems to quote from the checkoff authorization form by its reference to the Union's By-Laws and Constitution.''[10] He found that because Schwartztrauber's letter did not clearly convey a request to revoke his checkoff authorization, the Respondent did not violate the Act as to him. We find, however, that Schwartztrauber's letter was sufficient to express his intent to resign from the Respondent and his desire to revoke his checkoff authorization. Applying *Lockheed*, we accordingly find that his resignation was sufficient to terminate his dues-checkoff authorization. Further, although we agree with the judge that it is not too much of a burden on an employee to require that he make a revocation request—or a resignation—clear, we find that Schwartztrauber's letter, by its references to the bylaws and constitution, time limits, and date of expiration, was sufficiently comprehensible as a resignation and checkoff revocation.[11]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, International Woodworkers of America, AFL–CIO, and its Local 5-15, its officers, agents, and representatives, shall take the action set forth in the recommended Order as modified.

1. Add to paragraph 2(a) the names Joe Vaughn, Edward Skinner, and Roy Schwartztrauber.

2. Substitute the attached notice for that of the administrative law judge.

APPENDIX

NOTICE TO EMPLOYEES AND MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT receive or retain, or cause dues to be withheld, from the wages of employees who have effectively revoked their authorizations for dues to be checked off.

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[6] See fn. 1, supra. Some employees failed to address their letters to the Respondent's financial secretary and addressed them to the Respondent's president or ''to whom it may concern.'' Some employees sent their letters by regular mail. The Respondent's responses to each employee indicate that all of the letters were received.

[7] *Lockheed*, supra.

[8] Ibid.

[9] The record contains some letters copied to an unidentified ''Nancy Stone'' and, in fact, the Employer may have received copies of all the Respondent's letters. However, the General Counsel bears the burden of producing this evidence and, in its absence, we find no 8(b)(2) violation.

[10] Schwartztrauber's letter states:

> In accordance with the union, IWA—Local 5-15, By-Laws and Constitution, I have the right to withdraw from the bargaining unit ''not more than 20 days and not less than 10 days prior to expiration of each term of one year.'' I am requesting this withdrawal effective immediately. The expiration of this one year term will be Aug. 22, 1989.

[11] Our decision should not be construed as a statement that any wording an employee may use to attempt to resign from a union or to halt checkoff will be regarded as sufficient to convey that intent. The Board will not stretch language to infer a resignation or revocation where the language used cannot reasonably be interpreted as conveying such an intent.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL reimburse or refund to Palestine Turner, Eugene Runnels, Danny Stubbs, Barbara Moore, Brenda Long, Joe Eldon Lingo Jr., Jeff Dill, Joe Vaughn, Edward Skinner, and Ray Schwartztrauber the dues unlawfully collected from them for the period following their effective revocation of their dues-checkoff authorizations as set forth in the remedy section of the decision.

INTERNATIONAL WOODWORKERS OF AMERICA, AFL–CIO, AND ITS LOCAL 5-515

Donna Osborne Griffin, Esq., for the General Counsel.
Chad Farris, Esq. (Youngdahl, Trotter, McGowan & Farris), of Little Rock, Arkansas, for the Respondent.

DECISION

STATEMENT OF THE CASE

DAVID S. DAVIDSON, Administrative Law Judge. The charge in this case was filed on December 12, 1989, by Palestine Turner, an individual, and the complaint issued on January 24, 1990, alleging that Respondent violated Section 8(b)(1)(A) and (2) of the Act by causing Weyerhaeuser Company to continue to deduct union dues from the wages of certain employees who had effectively resigned their memberships in Respondent. Respondent in its answer denies the commission of any unfair labor practices.

On June 5, 1990, the parties entered into a stipulation waiving the right to a hearing and requesting that the proceeding be transferred to an administrative law judge for the purpose of making findings of fact and conclusions of law and issuing a Decision and Order based on the stipulation and exhibits attached thereto.

On the basis of the stipulation and the exhibits, which the parties have agreed shall constitute the entire record in this case, and after consideration of the briefs filed by counsel for the General Counsel and the Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

At all times material, Weyerhaeuser Company (Employer), a corporation, has operated a pulp and paper mill at Mountain Pine, Arkansas, where it annually ships and receives products, goods, and materials valued in excess of $50,000 directly to and from points located outside the State of Arkansas. I find that the Employer is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and Respondent (Union) is a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Facts*

1. The agreement between the parties

Since March 1, 1988, the Union has been the exclusive collective-bargaining representative of employees in a unit including the production and maintenance employees at the Employer's Mountain Pine, Arkansas mill and employees at several other locations in Oklahoma and Arkansas. There are approximately 1800 employees in the bargaining unit of whom approximately 600 are at the Mountain Pine facility. The parties have a collective-bargaining agreement which is effective from March 1, 1988, to March 1, 1991.

Article IV, section 1 of the collective-bargaining agreement provides with respect to checkoff of union dues as pertinent:

> The Company, on receipt of written authorization from a permanent employee, shall deduct from the pay of such employee the initiation fee and monthly dues (or equivalent thereof) in accordance with the amounts specified in writing to the Company by an authorized Union official. The amount deducted, together with a list of employees involved, will be remitted monthly to the Financial Secretary of the Local Union.

Pursuant to this provision the Employer deducted monthly dues from unit employees' wages and remitted them to the Union in accordance with checkoff authorizations voluntarily signed by employees which contain the following pertinent terms:

> I hereby authorize my Employer to deduct from my wages any initiation fees and monthly dues authorized by the Union in accordance with its by-laws and remit same to the Financial Secretary of the Union.
>
> This authorization shall remain in effect unless, and until, revoked by me as hereinafter provided and shall be irrevocable for a period of one (1) year from the date hereof or until the termination of the collective bargaining agreement between the Company and the Union, whichever occurs sooner.
>
> I further agree and direct that this authorization shall be automatically renewed for successive periods of one (1) year and shall be irrevocable during each such renewal period, unless written notice of revocation is given by me to the Company and the Financial Secretary of the Union by registered mail, return receipt requested, not more than twenty (20) days and not less than ten (10) days prior to the termination of the applicable collective-bargaining agreement between the Company and the Union, whichever occurs sooner.

Employees who chose to join the Union signed the following pledge which appears on the reverse side of the dues-authorization card:

> I, _____, sincerely promise of my own free will to abide by the constitution and by-laws of this

> Union and to the will of the majority, I will not discriminate against a fellow member regardless of race, nationality, or religion. I will assist all members toward obtaining the highest wage and best working conditions possible. I will not go through any picket line established against an employer to maintain or better wages or conditions. I further promise I will endeavor to get all woodworkers to become members of this Union. I promise to observe and keep all the above as long as I remain a member of the International Woodworkers of America.

The collective-bargaining agreement also contains a union-security provision which by its terms is not applicable in any State where prohibited by law. The parties agree that Arkansas is such a State.

2. The attempts to terminate dues deductions

In the 6-month period preceding the filing of the charge, Palestine Turner and seven other employees resigned from union membership and tried to revoke their dues-checkoff authorizations. All except Barbara Ann Moore mailed their requests by certified mail. In addition, two other employees wrote letters concerning their membership or representation but did not specifically request revocation of their checkoff authorizations. Respondent did not notify the Employer to stop deducting dues for any of these employees, and the Employer continued to deduct dues from their pay.

a. *Palestine Turner*

Palestine Turner signed an authorization card and the membership pledge on December 6, 1985. On August 31, 1989, the Union received from Turner a written request sent to ''to whom it concern'' at its DeQueen, Arkansas address. In it Turner asked to withdraw from union membership and stop the deduction of union dues from her paycheck. On September 1, Union Financial Secretary Elliot wrote Turner that her request to terminate her membership was accepted, but that her request to have her dues checkoff stopped was denied as untimely.

On November 17, 1989, Turner sent another letter similarly addressed in which she again requested resignation from the Union and termination of the checkoff of union dues. On November 27, 1989, Union President Tharp replied that her resignation was accepted, but that ''your request to have your dues check-off stopped is considered improper.''

b. *Joe Vaughn*

Joe Vaughn's request was addressed to the Union.[1] Union President Tharp replied by letter of April 13, 1989, accepting Vaughn's withdrawal from membership but denying the request to stop checkoff of dues because it was untimely.

c. *Eugene Runnels*

Eugene Runnels addressed his request to the Union. By letter of June 8, Union Financial Secretary Elliot replied, accepting his request to withdraw his membership but rejecting his dues request because it was not addressed to the financial secretary. Runnels' request was timely.

d. *Danny Stubbs*

Danny Stubbs addressed his request to the union president and asked to discontinue his union membership and to have deduction of his ''monthly union dues'' stopped. On August 10, Financial Secretary Elliot replied by letter that the Local Union would accept his request to withdraw his membership but that his dues request was sent improper and could not be accepted. Stubbs' request was timely but was rejected because it was addressed to the Local president.

e. *Barbara Ann Moore*

Barbara Ann Moore wrote to Financial Secretary Elliot asking that her ''contract'' with the Union be terminated and that withholding of ''my union dues'' be stopped. On September 13, Elliot replied accepting her request to withdraw from membership in the Union but rejecting her request to stop her dues checkoff because it was not sent by certified mail. Moore's request was timely.

f. *Brenda Long*

On September 27, Brenda Long sent a letter addressed to the Union. In it she resigned from the Union and stated that ''no union dues are to be withheld from my check again.'' On October 10, President Tharp replied that the Union would accept her withdrawal from membership but that her request to have your dues stopped was improper. Long's request was timely but was rejected because it was not addressed to the financial secretary.

g. *Joe Eldon Lingo Jr.*

On October 16, Joe Eldon Lingo Jr. addressed a letter to the Union resigning from the Union and asking the Union to stop withholding dues from his paycheck. On October 23, President Tharp accepted Lingo's resignation, but rejected his request to stop withholding dues because it was not addressed to the financial secretary. Lingo's request was timely.

h. *Edward Skinner*

On October 27, 1989, Edward Skinner wrote the financial secretary of the Union asking to withdraw his membership and to ''stop withholding the dues from my paycheck.'' On November 8, Elliot wrote Skinner, accepting his resignation but rejecting his request to terminate dues checkoff because it was untimely.

i. *Roy Schwartztrauber*

On August 7, Roy Schwartztrauber[2] sent a letter in memorandum form by certified mail to the financial secretary. The memorandum was captioned ''Re: Withdrawal from Union.'' It stated:

> In accordance with the union, IWA - Local 5-15, By-Laws and Constitution, I have the right to withdraw from the bargaining unit ''not more than 20 days and

[1] Vaughn's letter and some of those sent by others are undated. While photocopies of the envelopes in which they were sent were included as part of the stipulation, in most cases it is impossible to read the dates of the postmarks.

[2] Schwartztrauber is incorrectly identified as Schwartzburger in the stipulation.

> not less than 10 days prior to expiration of each term of one year.'' I am so requesting this withdrawal effective immediately. The expiration of this one year term will be Aug. 22, 1989.

On August 10, Elliot replied ''that the Local Union cannot accept your request as sent.'' Schwartztrauber's request was rejected because he requested withdrawal from the bargaining unit and did not mention revoking his dues-checkoff authorization.

j. *Jeff Dill*

On November 15, Jeff Dill wrote President Tharp stating that he wanted ''out of the Union as of December.'' He did not specifically request withdrawal of his checkoff authorization but after stating his reasons for wanting to terminate his membership he added that he didn't ''want to pay for 'nothing.''' On November 27, Tharp replied that the Union would accept his request to terminate his membership immediately, but that ''your request to have your dues check-off stopped is considered improper.''[3] Dill's request was timely but was rejected because his letter did not make reference to revocation of his checkoff authorization.

3. Other checkoff revocations

During 1989, 15 other employees requested revocation of their checkoff authorizations complying with all the requirements set forth in the authorization cards. All 15 requests were honored, and the Union stopped dues deductions for these employees who also did not pay dues by any other means. At least three other employees in 1989 withdrew from union membership but permitted monthly dues to be deducted and paid to the Union.

B. *Conclusions*

The complaint alleges that the Union violated Section 8(b)(2) and (1)(A) of the Act by causing the Employer to continue to deduct union dues from the wages of employees who had resigned from union membership. Counsel for the General Counsel contends that the dues being checked off were a quid pro quo for union membership and that when an employee resigned from the Union, the resignation by operation of law revoked his or her checkoff authorization. Counsel for the General Counsel contends in the alternative that an employee's request to revoke a checkoff authorization was valid even if not addressed specifically to the Union's financial secretary or if it was sent by ordinary mail.

Respondent contends that the monthly dues were not a quid pro quo for union membership, that the checkoff authorizations were not automatically revoked when the employees resigned from the Union, and that all the terms of the authorizations should be enforced.

In *Machinists Local 2045 (Eagle Signal)*, 268 NLRB 635 (1984),[4] the Board stated:

> It is established Board law that a dues-checkoff authorization, or wage assignment as it is called in this case, is a contract between an employee and his employer and that a resignation of union membership ordinarily does not revoke a checkoff authorization. However, a resignation will, by operation of law, revoke a checkoff authorization, even absent a revocation request, where the authorization itself makes payment of dues a quid pro quo for union membership. This is so whether or not the resignation is made during the period for revocation set forth in the authorization itself. [Footnotes omitted.]

The issue to be decided initially is whether the checkoff authorizations signed by the employees in this case make the payment of dues a quid pro quo for union membership. As set forth above, the collective-bargaining agreement provides that the Employer shall deduct from the pay of employees who have signed authorizations ''the initiation fee and monthly dues (or equivalent thereof) in accordance with the amounts specified in writing to the Company by an authorized Union official.'' The checkoff authorization which employees signed provides for deduction of ''any initiation fees and monthly dues authorized by the Union in accordance with its by-laws.''

The reference in the checkoff provision of the collective-bargaining agreement to the ''equivalent'' of monthly dues is reflected in the union-security provision of the agreement which provides that all employees shall be required as a condition of employment to pay regular monthly dues and initiation fees or amounts of money equivalent thereto as a service charge. By its terms the union-security provision does not apply in Arkansas, and therefore the contract does not require employees in Arkansas to pay service charges. However, voluntary payment of service charges is not unlawful.

Although *Eagle Signal* arose in a right-to-work State, its holding is not limited to cases arising in States with right-to-work laws.[5] If this case had arisen among the bargaining unit employees in Oklahoma instead of among the employees in Arkansas, the checkoff authorizations would remain effective with respect to the equivalent of dues until timely revoked.[6] In the terms of the *Eagle Signal* analysis, the collective-bargaining agreement reference to the equivalent of monthly dues and the absence of the words ''Union'' or ''membership'' as modifiers of the term ''monthly dues'' in the checkoff authorization support the conclusion that the dues referred to in the authorization included membership dues and their equivalent. Therefore, the payment of dues by Oklahoma employees pursuant to the checkoff authorization would not be viewed as a quid pro quo for union membership.

I conclude that there is no reason to construe the checkoff authorization differently for the Arkansas employees than for the Oklahoma employees. While no Arkansas employee was obligated to pay a service charge after resigning from the Union, it was not unlawful for employees to do so, nor was

[3] A copy of Dill's letter in which the quoted language appears is attached to the stipulation as an exhibit. The stipulation states that Dill requested withdrawal of his union membership but did not mention revocation of his monthly dues in his letter to the Union. The parties also stipulated that the Union rejected his request because while timely it did not refer to revocation of his dues authorizations.

[4] See also *Postal Service*, 279 NLRB 40 (1986), enf. denied 827 F.2d 548 (9th Cir. 1987); *Postal Service*, 280 NLRB 1439 (1986), enf. denied 833 F.2d 1195 (6th Cir. 1987); *Food & Commercial Workers Local 425 (Hudson Foods)*, 282 NLRB 1413 (1987); *Auto Workers Local 128 (Hobart Corp.)*, 283 NLRB 1175 (1987); *Hearst Corp.*, 281 NLRB 764 (1986).

[5] *Auto Workers Local 128 (Hobart Corp.)*, 283 NLRB 1175 (1987).

[6] See *Sales, Service, and Allied Workers Union (Capitol-Husting Co.)*, 235 NLRB 1264 (1978).

it unlawful for employees to have service charges checked off from their pay.[7] The checkoff provision of the agreement and the checkoff authorization forms used were the same for all employees in the bargaining unit, and three Arkansas employees who resigned from the Union continued to have dues deducted from their pay, insofar as appears, without protest. Thus, in the context of the contract provisions and their application to the bargaining unit as a whole, I find that bargaining unit employees, including those at the Mountain Pine facility, authorized the employer to deduct dues from their wages which were not a quid pro quo for union membership.

Contrary to the contentions of the General Counsel, requiring continued deductions pursuant to the checkoff authorization does not impair the employees right to resign from the Union as upheld in *Pattern Makers League v. NLRB*, 473 U.S. 95 (1985), and the continuation of deductions pursuant to the checkoff authorizations is not unlawful unless the dues deducted are a quid pro quo for union membership. Continuation of checkoff does not cause an employee to suffer the full burden of union membership because acceptance of the employee's resignation from union membership relieves the employee of all obligations of union membership; the obligation which remains is not an obligation of membership but one which the employee assumed in signing checkoff authorization.

While the membership pledge form appears on the reverse side of the dues-checkoff authorization form, its placement does not establish that dues are a quid pro quo for union membership. Its mere presence on the reverse of the checkoff form does not establish that employees were required to sign both or that they were considered parts of the same transaction.

Accordingly, I find that employees were bound by the provision of the checkoff authorizations which restricted the period during which they could revoke them. Therefore, I find that the Respondent Union did not violate the Act when it refused to honor the initial attempt by Palestine Turner and the attempts by Vaughn and Skinner, all of which were untimely, to revoke their authorizations.

All of the other attempted revocations were made during the period provided in the authorizations. Turner's second attempt and the attempts of Runnels, Stubbs, Long, and Lingo were rejected because they were not addressed to the union financial secretary as required by the provisions of the checkoff authorization. Moore's attempt was rejected because it was not sent by certified mail.

Counsel for the General Counsel contends that these requirements are ministerial details and that the failure to follow them should not be sufficient to negate the employees' expressed requests to revoke their authorizations. Respondent contends that these requirements are necessary to effective administration of the Union which requires that structure and the separate responsibilities of each of the officers be observed. Respondent argues that the requirements for proper revocation may not be ''flippantly'' disregarded.

All of the letters, whether addressed to the financial secretary, the Union, the president, or ''to whom it may concern'' at the Union's post office address were received and answered by the Union. In the cases of Runnels, Stubbs, and Turner's first letter, Financial Secretary Elliot signed the letters rejecting the revocation requests despite the fact that none were addressed specifically to him and the first two were rejected because they were not addressed to the financial secretary.

There is no indication that these requests were deliberately or flippantly misdirected. From inspection of the copies of the requests attached to the stipulation, one could only conclude that the requests represented the best efforts of rank-and-file employees to accomplish the desired objective. Nor does it appear that administration of the Union was in any significant way impaired by the misdirection of the letters. It is difficult to understand how either administrative inefficiency or a blurring of official responsibilities would follow from requiring the president or whoever opened the mail directed generally to the ''Union'' to refer the requests to the financial secretary. The fact that he replied to three of the requests indicates that the misdirection was more of a pretext than a reason for denying them.

With respect to Moore's failure to send her letter by certified mail, not only was the letter received, but the Union did not insist on literal compliance with the terms of the checkoff authorization, which require that a request for revocation be sent by registered mail. In any event, as the request was received, the Union was not impeded in any way by Moore's failure to utilize certified or registered mail.

I find that the requirements that the requests be directed to the financial secretary and sent by registered mail were ministerial and that the failure of the employees to address their requests specifically to him or to utilize registered mail did not invalidate them.[8] Accordingly, I find that employees Runnels, Stubbs, Moore, Long, Lingo, and Turner (second request) effectively revoked their checkoff authorizations and that Respondent violated Section 8(b)(1)(A) and (2) of the Act by causing the Employer to continue to withhold dues from their wages.

The remaining two employees' letters were not treated as requests to withdraw their checkoff authorizations. Schwartztrauber's letter displayed evident confusion, requesting withdrawal from the ''unit'' rather than from the ''Union,'' and did not mention revocation of his checkoff authorization although it seems to quote from the checkoff authorization form, referring to it as the Union's bylaws and constitution. The Union simply responded that it could not accept the request as sent.

In the absence of an express request to revoke the checkoff authorization or to stop the payment of dues, the question remains whether the Union should have inferred such a request and honored it. While I have found above that ministerial requirements of the checkoff authorization may be disregarded, any request to withdraw from checkoff should at least make clear that objective. That is not too much of a burden to place on an employee. I find that Schwartztrauber's letter did not clearly convey a request to revoke his checkoff authorization and therefore that the Union did not

[7] *Capitol-Husting Co.*, supra.

[8] *Telephone Traffic Union Local 212 (New York Telephone)*, 278 NLRB 998 (1986); *Auto Workers Local 128 (Hobart Corp.)*, 283 NLRB 1175 (1987). While these cases involve failure to follow requirements for withdrawing from membership rather than from checkoff, they were decided on the assumption that the restrictions on the manner of resignation were lawful.

violate the Act by continuing to cause the checkoff of his dues.[9]

While the stipulation states that the Union refused to accept Dill's request because he did not mention revocation of his checkoff authorization in his letter to the Union, the letter made it clear that he no longer wanted to pay dues. Thus, in his opening sentence Dill complained that he did not think that the Union did not do an adequate job for the price it charged, and in the final sentence he stated that he didn't ''want to pay for 'nothing.''' In rejecting his request, the Union referred to it as his ''request to have your dues checkoff stopped.'' I find that Dill made it clear that he no longer wanted to pay dues and that the Union understood that he wanted to revoke his checkoff authorization. As the letter was timely sent, I find that it was an effective request to withdraw his checkoff authorization and that the Union violated the Act by refusing to honor it.

CONCLUSIONS OF LAW

1. Weyerhaeuser Company is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. International Woodworkers of America, AFL–CIO, and its Local 5-15 are labor organizations within the meaning of Section 2(5) of the Act.

3. By attempting to cause and causing the Employer to withhold the dues of employees who had effectively withdrawn their dues-checkoff authorizations, the Respondent engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) and (2) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent having continued to cause the withholding of dues from employees' wages after they effectively withdrew their checkoff authorizations, it must be ordered to make them whole for any monetary loss they may have suffered, with interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

[9] The complaint does not allege that Respondent violated the Act by otherwise refusing to accept Schwartztrauber's request in his letter.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[10]

ORDER

The Respondent, International Woodworkers of America, AFL–CIO, and its Local 5-15, DeQueen, Arkansas, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Causing dues to be withheld from employees who have effectively revoked their authorizations to withhold dues from their wages.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Reimburse or refund to Palestine Turner, Eugene Runnels, Danny Stubbs, Barbara Moore, Brenda Long, Joe Eldon Lingo Jr., and Jeff Dill the dues unlawfully collected from them for the period following their effective revocation of their dues-checkoff authorizations as set forth in the remedy section of the decision.

(b) Post at its office and meeting halls in DeQueen, Arkansas, copies of the attached notice marked ''Appendix.''[11] Copies of the notice, on forms provided by the Regional Director for Region 26, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[10] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[11] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''